

# REAL ESTATE & FACILITIES FEDERAL ACQUISITION REGULATION SUPPLEMENT

## PART 216—TYPES OF CONTRACTS

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### SUBPART 216.4—INCENTIVE CONTRACTS

#### 216.404 Fixed-price contracts with award fees.

##### 216.404(S-90) Award fee.

(a) Contracts containing an award fee will not be released until sufficient funds to cover the initial increment of award fee contingent liability have been certified and administratively reserved by the finance officer. Additional increments will be certified and administratively reserved at the beginning of each new award fee period.

(b) Unearned award fee may be carried for possible award in subsequent evaluation periods.

(c) A draft copy of the award fee plan shall be distributed to the offerors at the time of request for proposal release, with a final negotiated copy furnished with the awarded contract. Any substantive revisions to the plan and any items to receive special considerations will be furnished to the contractor by the Fee Determining Official (FDO) before the evaluation period begins. The contracting officer shall be a member of the award fee board. The award fee plan shall be signed by the contracting officer, the FDO, and the Director or Deputy Director of the Real Estate and Facilities Contracting Office.

(d) The award fee plan will, as a minimum, contain the following information:

(1) Identification of the Fee Determining Official (FDO).

(2) Identification of the Award Fee Review Board members and their area of expertise.

(3) The evaluation criteria against which the contractor's performance will be measured. Criteria shall include a definitive statement for each level of performance being used and identification of the range of scores assigned to each level of performance.

(4) The evaluation period and the respective amounts of fee available for award. Amounts may be expressed as a percentage of the award fee pool.

(5) The use of interim evaluations to assist in guiding the contractor's in-period effort.

(6) The general procedures the Board will follow (including use of interim evaluation results) to evaluate the contractor's performance and arrive at a recommendation of the amount of fee to be awarded.

(7) Identification of the data or specific items to be used in the evaluation process.

##### 216.404(S-91) RE&F Contract clause.

Solicitations and subsequent contracts using an award fee shall contain a clause substantially as in REFCO FAR Sup 252.216-9000, Award Fee

### SUBPART 216.5 —INDEFINITE-DELIVERY CONTRACTS

#### 216.501-2 General.

##### 216.501-2-90 Blanket Delivery Orders.

Blanket delivery orders with firm unit prices may be issued when delivery times are unknown. Use the clause at 252.216-9001, Blanket Delivery orders, in all solicitations and contracts when ordering will be decentralized to the requiring activity.

##### 216.503 Requirements contracts.

(b) *Application.* Where Unit Price Agreements for repair and alterations do not exist, or when existing Unit Price Agreements expire or do not provide prices for the required work, RE&F may negotiate individual requirement contracts with the lessor(s) or new Unit Price Agreements. When used in this situation, the requirements contract or new Unit Price Agreement shall reference the GSA lease agreement number. Services not included in the requirements contract or new Unit Price Agreement should be obtained by a separate purchase order or contract, or for sole-source situations, by modification of the requirements contract when the services are likely to be of a recurring nature.

##### 216.505 Ordering.

(b)(6) The Deputy Director, Real Estate and Facilities Contracting Office, shall serve as the task order contract and delivery order contract ombudsman.

## **REAL ESTATE & FACILITIES FAR SUPPLEMENT (RE&FFARS)**

### **PART 216—TYPES OF CONTRACTS**

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#### **SUBPART 216.7—AGREEMENTS**

##### **216.790 Leases for Real Property.**

Authority and responsibility for administering GSA leases are set forth in the Delegation of Authority Agreement between the DOD and the GSA.

##### **216.790-1 Supplemental lease agreements.**

(a) *Description.* A supplemental lease agreement is a modification to a lease agreement that is signed by the lessor and Contracting Officer.

(b) *Application.* Supplemental lease agreements are used to make negotiated adjustments to the terms of a lease, or to reflect other agreements between the lessor and Contracting Officer concerning the lease. A supplemental lease agreement may be used to incorporate a Unit Price Agreement for alteration and repair work.

##### **216.790-2 Unit price agreements.**

(a) *Description.* A Unit Price Agreement is an advanced pricing arrangement between a lessor and the Contracting Officer for repair and alteration services required under a lease agreement. A Unit Price Agreement, by itself, is not a contract or an ordering agreement.

(b) *Application.* When a Unit Price Agreement is already part of the existing lease agreement, or is incorporated as part of a supplemental lease agreement, delivery orders or task orders may be placed with a lessor for repair or alteration projects valued under the simplified acquisition threshold. Unit Price Agreements negotiated by GSA shall be used where applicable. In RE&F, UPAs shall be negotiated or approved by a Contracting Officer. Delivery Orders or task orders issued against a supplemental lease agreement, the basic lease, or purchase orders referencing the Unit Price Agreement (when the Unit Price Agreement is not part of a supplement lease agreement or the basic lease) shall be placed on the DD Form 1155. A combination of Unit Price Agreement and non-Unit Price Agreement items may be awarded on the same delivery order, task order, or purchase order provided Unit Price Agreement items are clearly identified. Work awarded using a Unit Price Agreement shall be given a delivery or purchase order procurement identification number.